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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

YELLOWCAKE, INC., a California
corporation,

Plaintiff,

v.

HYPHY MUSIC, INC.,

Defendant.

HYPHY MUSIC, INC.,

Cross-Complainant,

v.

YELLOWCAKE, INC.; COLONIZE MEDIA,
INC.; JOSE DAVID HERNANDEZ; and
JESUS CHAVEZ SR.,

Cross-Defendants.

Case No. 1:20-CV-00988-JLT-BAM

**JESUS CHAVEZ, SR'S OBJECTIONS TO
EVIDENCE OFFERED BY
DEFENDANT/CROSS-COMPLAINANT'S
OPPOSITION IN CONNECTION WITH
MOTION FOR SUMMARY JUDGMENT**

Date: September 29, 2023

Time: 9:00 a.m.

Crtrm.: 4

The Hon. Jennifer L. Thurston

Cross-Defendant JESUS CHAVEZ, SR.'s (hereinafter "Chavez") hereby submits the following Objections to Evidence offered by Defendant/Cross-Complainant HYPHY MUSIC, INC. ("Hyphy") in Opposition to Chavez's Motion for Summary Judgment on the following grounds:

I.
OBJECTIONS TO BEGAKIS' DECLARATION IN OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT

<u>Paragraph</u>	<u>Line</u>	<u>Objectionable Evidence</u>	<u>Objections</u>	<u>Ruling</u>
4	2:21-3:8	<p>“On or about February 11, 2022, Yellowcake served responses to Hyphy’s First Set of Interrogatories, which included a verification (the “<i>Yellowcake Interrogatory Responses</i>”). Notably, the Yellowcake Interrogatory Responses include the following:</p> <p>INTERROGATORY NO. 1: State all facts regarding YOUR belief that YOU are the sole owner of all right, title, and interest in and to the COPYRIGHTED WORKS.</p> <p>RESPONSE TO INTERROGATORY NO. 1: Subject to and without waiving any General Objections, Plaintiff/Counter-Defendant is the sole owner of all right, title, and interest in and to the COPYRIGHTED WORKS by virtue of the Asset Purchase Agreement dated March 21, 2019, between Yellowcake and Jesus Chavez, Sr., and the related copyright registrations. A true and correct copy of the Yellowcake Interrogatory Responses are attached hereto as Exhibit “D” and incorporated herein by this reference.”</p>	Hearsay; Relevance; Improper use of interrogatory response of third-party Yellowcake.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
5	3:9-24	<p>“On or about February 11, 2022, Yellowcake served responses to Hyphy’s First Set of Requests for Production of Documents, which included a verification (the “<i>Yellowcake Responses to Requests for</i></p>	Hearsay; Relevance; Improper use of response to demand for production of documents by	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

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1			<i>Production</i> ”). Notably, the Yellowcake Responses to Requests for Production include the following: REQUEST NO. 1: All DOCUMENTS evidencing YOUR exclusive ownership of all right, title, and interest in and to the COPYRIGHTED WORKS RESPONSE TO REQUEST NO. 1: Plaintiff/Counter-Defendant objects to this request on the grounds that such documents are publicly available to the Defendant/Counterclaimant. Notwithstanding Plaintiff/Counter-Defendant’s general and specific objections, all relevant documents in Plaintiff/Counter-Defendant’s possession, custody and control are annexed hereto and Bates stamped PLF000001-PLF000051. True and correct copies of the Yellowcake Responses to Requests for Production, and the relevant documents produced therewith, are attached hereto as Exhibit “E” and incorporated herein by this reference.”	third party Yellowcake.	
20	6	3:25-4:12	“On or about July 26, 2022, Counter-Defendants took the deposition of Jose Martinez as the “Person Most Knowledgeable” for Hyphy (the “ <i>Martinez Depo</i> ”). During that deposition, Mr. Martinez testified to: (a) the business of Hyphy and the albums at issue that Hyphy commissioned (13:6-14:6, 44:7-23, 44:24-9, 51:22-25, 154:11-155:25); (b) Hernandez’s prior work with Hyphy (26:2-12); (c) Hyphy’s close collaboration with the	Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

1		Group (59:21-60:7, 61:10-16,		
2		75:6-76:25, 83:11-84:22,		
3		84:24-85:8, 85:14-86:16); (d)		
4		Hyphy's creation of the Album		
5		Artwork and distribution		
6		thereof along with the Albums		
7		(44:7-23; 51:18-25; 67:24-		
8		68:24, 67:24-69:5, 127:12-21,		
9		133:9-136:5); and (e) the		
10		limited value (if any) of		
11		Chavez's contributions to the		
12		music the Group creates		
13		(111:24-112:3). True and		
14		correct copies of the portions of		
15		the Martinez Depo evidencing		
16		such testimony, located at		
17		(page:line) 13:6-14:6, 26:2-12,		
18		44:7-23, 44:24-9, 51:18-25,		
19		51:22-25, 59:21-60:7, 61:10-		
20		16, 67:24-68:24, 67:24-69:5,		
21		75:6-76:25, 83:11-84:22,		
22		84:24-85:8, 85:14-86:16,		
23		111:24-112:3, 127:12-21,		
24		133:9-136:5, and 154:11-		
25		155:25 of the deposition		
26		transcript, are attached hereto		
27		as Exhibit "F" and		
28		incorporated herein by this		
		reference.		
	7	4:13-18	"On or about August 16, 2022,	Hearsay;
			Hyphy took the deposition of	Testimony
			Kevin Berger as the "Person	speaks for itself;
			Most Knowledgeable" for	Counsel's
			Yellowcake (the " Berger	paraphrasing of
			Depo "). During that deposition,	witness
			Mr. Berger testified to the	testimony is not
			relationship between	relevant;
			Yellowcake and Colonize. True	argumentative.
			and correct copies of the	
			portions of the Berger Depo	
			evidencing such testimony,	
			located at (page:line) 91:19-23	
			of the deposition transcript, are	
			attached hereto as Exhibit "G"	
			and incorporated herein by this	
			reference."	
				<input type="checkbox"/> Sustain
				<input type="checkbox"/> Overruled

8	4:19-5:2	<p>“On or about August 17, 2022, Hyphy took the first volume of the deposition of Jose David Hernandez (<i>“Hernandez Depo I”</i>). During that deposition, Hernandez testified to (a) the relationship between Yellowcake and Colonize (77:19-21); (b) the ownership of Yellowcake and Colonize (51:9-11, 116:18-117:14); (c) the operation of Yellowcake and Colonize as one single economic entity (80:3-20); (d) Counter-Defendants’ acquisition and distribution of the albums at issue in this dispute (148:24-149:5 and 107:4-20); and (e) Counter-Defendants’ desire not to have “anything to do with Hyphy Music’s artwork.” True and correct copies of the portions of Hernandez Depo I evidencing such testimony, located at (page:line) 51:9-11, 77:19-21, 80:3-20, 107:4-20, 116:18-117:14, 148:24-149:5 and 211:24-212:6 of the deposition transcript, are attached hereto as Exhibit “H” and incorporated herein by this reference.”</p>	<p>Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.</p>	<p><input type="checkbox"/> Sustain <input type="checkbox"/> Overruled</p>
9	5:3-10	<p>“On or about December 6, 2022, Counter-Defendants took the deposition of Alfonso Vargas (the <i>“Vargas Depo”</i>). During that deposition, Vargas testified to the Group’s status as a co-equal partnership in which all members were also joint owners and authors of the relevant albums based on their contributions to the creation thereof. True and correct copies of the portions of the Vargas Depo evidencing such</p>	<p>Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.</p>	<p><input type="checkbox"/> Sustain <input type="checkbox"/> Overruled</p>

		testimony, located at (page:line) 17:16-19, 27:17-22, 143:7-10, 143:14-16, 143:17-20, 143:25-144:3, and 144:4-7 of the deposition transcript, are attached hereto as Exhibit “I” and incorporated herein by this reference.”		
10	5:11-19	“On or about December 7, 2022, Counter-Defendants took the deposition of Domingo Torres Flores (the “ Flores Depo ”). During that deposition, Flores testified to the Group’s status as a co-equal partnership in which all members were also joint owners and authors of the relevant albums based on their contributions to the creation thereof. True and correct copies of the portions of the Flores Depo evidencing such testimony, located at (page:line) 47:15-25, 48:19-23, 82:13-15, 82:22-83:2, 83:4-13, 85:25-86:11, and 86:13-21 of the deposition transcript, are attached hereto as Exhibit “J” and incorporated herein by this reference.”	Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
11	5:20-28	“On or about December 14, 2022, Hyphy took the first volume of the deposition of Jesus Chavez Sr. (“ Chavez Depo I ”). During that deposition, Chavez testified to (a) his role in the Group (25:13-14); (b) the Group’s status as a co-equal partnership between all the members (18:16-19:3; 20:8-16; 21:16-19); and (c) the Group’s recording of the relevant albums pursuant to their agreement with Hyphy (34:7-11). True and correct copies of	Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

		the portions of Chavez Depo I evidencing such testimony, located at (page:line) 18:16-19:3, 20:8-16, 21:16-19, 25:13-14 and 34:7-11 of the deposition transcript, are attached hereto as Exhibit “K” and incorporated herein by this reference.”		
12	6:1-14	<p>“On or about January 9, 2023, Hyphy took the second volume of the deposition of Jesus Chavez Sr. (“<i>Chavez Depo II</i>”). During that deposition, Chavez testified to (a) his role in the Group (16:22-17:5); (b) the Group’s recording of the relevant albums pursuant to their agreement with Hyphy (19:14-17, 32:16-20, 35:12-21); (c) the Group’s status as a co-equal partnership in which all members were also joint authors of the relevant albums based on their contributions to the creation thereof (20:20-21:16, 26:13-20, 31:8-16, 33:18-34:1, 38:8-18, 41:13-42:2); and (d) Hernandez’s efforts to purchase rights in the relevant albums from Chavez (77:13-17, 79:7-9, 79:17-80:2, 80:5-13, 81:7-16). True and correct copies of the portions of Chavez Depo I evidencing such testimony, located at (page:line) 16:22-17:5, 19:14-17, 20:20-21:16, 26:13-20, 31:8-16, 32:16-20, 33:18-34:1, 35:12-21, 38:8-18, 41:13-42:2, 77:13-17, 79:7-9, 79:17-80:2, 80:5-13, 81:7-16 and 88:25-89:9 of the deposition transcript, are attached hereto as Exhibit “L” and incorporated herein by this reference.”</p>	<p>Hearsay; Testimony speaks for itself; Counsel’s paraphrasing of witness testimony is not relevant; argumentative.</p>	<p><input type="checkbox"/> Sustain <input type="checkbox"/> Overruled</p>

II.
OBJECTIONS TO VARGAS' DECLARATION IN OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT

<u>Paragraph</u>	<u>Line</u>	<u>Objectionable Evidence</u>	<u>Objections</u>	<u>Ruling</u>
2	2:7-13	"I am a drummer. I also am, and during all relevant times alleged in the Complaint filed by Plaintiff/Counter-Defendant YELLOWCAKE, INC., a California corporation ("Yellowcake"), and the Amended Counterclaims filed by Defendant/Counterclaimant HYPHY MUSIC, INC., a California corporation ("Hyphy"), was a co-founding member and owner of the popular Spanish-language Regional Mexican musical group Los Originales De San Juan (the "Group"), together with Counter-defendant JESUS CHAVEZ, SR. ("Chavez") and others."	Lacks foundation; argumentative; improper legal opinion.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
3	2:14-18	"In or about February 2013, Hyphy entered into an oral agreement with myself, Chavez, and all other members of the Group, for us as a Group to exclusively provide services in the making of sound and audio-visual recordings (the "Agreement") embodied on certain albums (collectively, the "Los Originales Albums")."	Lacks foundation; relevance; hearsay; argumentative; improper legal opinion.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
3	2:18-28	"Pursuant to the terms of the Agreement, Hyphy agreed to (i) select the musical compositions to be recorded on the Los Originales Albums; (ii) commission and/or provide the sound engineers and audiovisual directors; (iii) produce the musical	Lacks foundation; relevance; hearsay; argumentative; improper legal opinion.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

1		performances to be embodied on the Los Originales Albums;		
2		(iv) direct the recording and		
3		filming of musical and		
4		audiovisual performances to		
5		be embodied on the Los		
6		Originales Albums; and (v)		
7		pay myself, Chavez and all		
8		other members of the Group a		
9		fixed amount per album. In		
10		exchange, I agreed, among		
11		other things, that Hyphy		
12		would be the owner of all		
13		right, title and interest in and		
14		to the Los Originales Albums,		
15		and all intellectual property		
16		rights in the musical		
17		performances embodied in the		
18		tangible masters therefor,		
19		from inception of creation of		
20		each of the Los Originales		
21		Albums.”		
22	5	3:3-6	“At the time the Agreement	Lacks
23			was entered into with Hyphy,	foundation;
24			I genuinely believed that I was	relevance;
25			assigning all right, title and	argumentative;
26			interest in my interest in the	improper legal
27			Los Originales Albums to	opinion.
28			Hyphy. I was not aware at the	
			time that such assignment	<input type="checkbox"/> Sustain
			needed to be in writing to be	<input type="checkbox"/> Overruled
			valid and enforceable.”	
	6	3:7-9	“I am aware that Chavez now	Hearsay.
			claims that he entered into an	
			agreement	<input type="checkbox"/> Sustain
			with Yellowcake for	<input type="checkbox"/> Overruled
			Yellowcake to acquire all	
			right, title and interest in and	
			to the	
			Los Originales Albums.”	
	6	3:9-11	“However, I never signed any	Relevance;
			document directly with	improper legal
			Yellowcake that would	opinion;
			effectuate a transfer of all	argumentative.
			right, title and interest in and	<input type="checkbox"/> Sustain
				<input type="checkbox"/> Overruled

		to my interest in the Los Originales Albums to Yellowcake.”		
6	3:11-14	“I also never signed any document giving Chavez all right, title and interest in and to my interest in the Los Originales Albums, which would have allowed him to subsequently transfer such interest to Yellowcake.”	Relevance; improper legal opinion; argumentative.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
6	3:14-15	“In fact, I didn't even know that Chavez agreed to transfer rights to Yellowcake until I found out about this lawsuit.”	Relevance; hearsay; argumentative.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

III.
OBJECTIONS TO FLORES' DECLARATION IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

<u>Paragraph</u>	<u>Line</u>	<u>Objectionable Evidence</u>	<u>Objections</u>	<u>Ruling</u>
2	2:7-14	“I am an accordion player. I also am, and during all relevant times alleged in the Complaint filed by Plaintiff/Counter-Defendant YELLOWCAKE, INC., a California corporation (“Yellowcake”), and the Amended Counterclaims filed by Defendant/ Counter-Claimant HYPHY MUSIC, INC., a California corporation (“Hyphy”), was a co-founding member and owner of the popular Spanish-language Regional Mexican musical group Los Originales De San Juan (the “Group”), together with Counter-defendant JESUS CHAVEZ, SR. (“Chavez”) and others.”	Lacks foundation; argumentative; improper legal opinion.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
3	2:15-19	“In or about February 2013, Hyphy entered into an oral	Lacks foundation;	<input type="checkbox"/> Sustain

		agreement with myself, Chavez, and all other members of the Group, for us as a Group to exclusively provide services in the making of sound and audio-visual recordings (the “Agreement”) embodied on certain albums (collectively, the “Los Originales Albums”).”	relevance; hearsay; argumentative; improper legal opinion.	<input type="checkbox"/> Overruled
3	2:19-3:2	“Pursuant to the terms of the Agreement, Hyphy agreed to (i) select the musical compositions to be recorded on the Los Originales Albums; (ii) commission and/or provide the sound engineers and audiovisual directors; (iii) produce the musical performances to be embodied on the Los Originales Albums; (iv) direct the recording and filming of musical and audiovisual performances to be embodied on the Los Originales Albums; and (v) pay myself, Chavez and all other members of the Group a fixed amount per album. In exchange, I agreed, among other things, that Hyphy would be the owner of all right, title and interest in and to the Los Originales Albums, and all intellectual property rights in the musical performances embodied in the tangible masters therefor, from inception of creation of each of the Los Originales Albums.”	Lacks foundation; relevance; hearsay; argumentative; improper legal opinion.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
5	3:5-8	“At the time the Agreement was entered into with Hyphy, I genuinely believed that I was assigning all right, title and interest in my interest in the	Lacks foundation; relevance; argumentative; improper legal	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

		Los Originales Albums to Hyphy. I was not aware at the time that such assignment needed to be in writing to be valid and enforceable.”	opinion.	
6	3:9-11	“I am aware that Chavez now claims that he entered into an agreement with Yellowcake for Yellowcake to acquire all right, title and interest in and to the Los Originales Albums.”	Hearsay.	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
6	3:11-13	“However, I never signed any document directly with Yellowcake that would effectuate a transfer of all right, title and interest in and to my interest in the Los Originales Albums to Yellowcake.”	Relevance; improper legal opinion; argumentative	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
6	3:13-16	“I also never signed any document giving Chavez all right, title and interest in and to my interest in the Los Originales Albums, which would have allowed him to subsequently transfer such interest to Yellowcake.”	Relevance; improper legal opinion; argumentative	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
6	3:16-17	“In fact, I didn’t even know that Chavez agreed to transfer rights to Yellowcake until I found out about the lawsuit.”	Relevance; hearsay; argumentative	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

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IV.
**OBJECTIONS TO MARTINEZ’S DECLARATION IN OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

<u>Paragraph</u>	<u>Line</u>	<u>Objectionable Evidence</u>	<u>Objections</u>	<u>Ruling</u>
3	2:11-16	“In or about February 2013, I – through Hyphy – began working together – through member and lead singer Jesus Chavez, Sr. (“ <i>Chavez</i> ”) – with the musical group Los Originales De San Juan (“the <i>Group</i> ”), to co-create various sound recordings to be embodied on multiple albums, which we orally agreed were to be owned by Hyphy in exchange for payment of a fixed amount and other valuable consideration (the “ <i>Agreement</i> ”).”	Relevance; improper legal opinion	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
3	2:16-21	“The Group, which was comprised of Chavez, as the lead singer, Domingo Torres Flores (“ <i>Flores</i> ”), as the accordion player, and Alfonso Vargas (“ <i>Vargas</i> ”), as the drummer, performs a style of accordion music originating from Northern Mexico, and is popular with listeners primarily because of the accordion music contained within the songs the Group performs and records.”	Lacks foundation; relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
3	2:21-27	“It should also be noted that Counter-Defendant Jose David Hernandez (“ <i>Hernandez</i> ”), a party to this action who also co-owns and controls Plaintiff/Cross-Defendant Yellowcake, Inc. (“ <i>Yellowcake</i> ”) and Counter-Defendant Colonize Media, Inc. (“ <i>Colonize</i> ”), is someone who also used to work with	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

		Hyphy. As such, Hernandez obtained valuable information about Hyphy throughout the course of his work therewith – including the knowledge that Hyphy’s Agreement with the Group was oral.”		
4	3:1-6	“The albums created pursuant to the Agreement are entitled (1) “Amigos y Contrarios”; (2) “Corridos de Poca M”; (3) “El Campesino”; (4) “Desde La Cantina de Mi Barrio (En Vivo)”; and (5) “Nuestra Historia (En Vivo)” (collectively, the “ <i>Los Originales Albums</i> ” or “ <i>Albums</i> ”). One of the other two albums identified in Yellowcake’s Complaint, entitled “Chuy Chavez y Sus Amigos,” has no connection to this dispute and wasn’t even recorded by Chavez.”	Relevance; improper legal conclusion	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
5	3:7-13	“Though the Agreement was not initially memorialized in writing, Flores and Vargas executed Copyright Assignment Agreements on or about March 22, 2022 (collectively, the “ <i>Assignments</i> ”), which reflected their respective understandings of the Agreement’s existence, and their respective original intent to convey all rights in and to their recording services rendered pursuant to the Agreement to Hyphy. Attached hereto as Exhibit “A” and incorporated herein by this reference are true and correct copies of the Assignments.”	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

1	6	3:14-4:5	“Unlike the types of large, corporate record labels that most people think of when they think of a “record label,” Hyphy closely collaborated with the Group to create the Albums. For the first three (of five) Albums, which were recorded in studio, Hyphy’s close collaboration with the Group included, without limitation: (a) helping determine the “theme” and overall creative direction of each such Album; (b) selecting the songs to be included in each such Album; (c) selecting the recording studio, and paying for all costs associated with the recording of each such Album; (d) hiring the sound engineer; (e) paying the Group a substantial amount to record the Albums; and (f) overseeing and generally supervising the recording and production of each Album. For the final two (of five) Albums, which are each comprised of recordings from a previous live performance by the Group, Hyphy’s close collaboration with the Group included, without limitation: (a) selecting and paying for the venue where the live performance occurred; (b) selecting the songs to be performed at the live performance; (c) directly employing, supervising and directing the services of the sound engineer and videographer who each recorded the audio and video of the live performance, respectively; (d) writing the	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
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		script for the history of the Group as part of the Group's live performance, and hiring an "MC"/ commentator to narrate the script; and (e) re-recording whole portions of the guitarist's contributions to the live performance afterwards, using a new guitarist selected, hired and paid for by Hyphy."		
7	4:6-8	"In addition to Hyphy's original contributions to the production, recording and overall creation of the Los Originales Albums, Hyphy also designed and created artwork featured on the cover of each Album (the " <i>Album Artwork</i> ")."	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
8	4:9-15	"Hyphy released the Albums, with the Album Artwork, for distribution through all available digital service providers (the " <i>DSPs</i> ") upon each Album's creation, between 2013 and 2017. When each of such Albums were released, they were each assigned unique International Standard Recording Codes (" <i>ISRCs</i> ") and Universal Product Codes (" <i>UPCs</i> "). Attached hereto as Exhibit "B" and incorporated herein by this reference are true and correct copies of screenshots evidencing the UPCs associated with each of the Albums as distributed by Hyphy."	Relevance; hearsay; lack foundation; lack of authentication	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
9	4:16-19	"In or about May of 2020, Hyphy obtained copyright registrations for all of the Album Artwork. True and	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

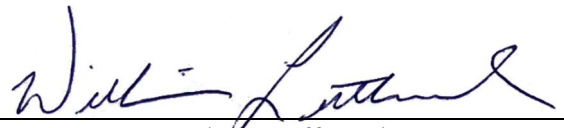
		correct copies of the copyright registrations for all of such Album Artwork are attached hereto as Exhibit “C” and incorporated herein by this reference.”		
10	4:20-5:5	<p>“Hyphy was never, at any point during all times alleged, made aware by Yellowcake or anyone else that Yellowcake had apparently entered into an “Asset Purchase and Assignment Agreement” with Chavez on or about March 21, 2019 (the “<i>Asset Purchase Agreement</i>”), which purportedly granted Yellowcake rights in the Albums. I and everyone else at Hyphy had a healthy, working relationship with the Group, and Hyphy was making significant efforts to revive the Group’s popularity, including by investing in radio and social media advertising campaigns promoting the Group, and by providing the Group with all of the financial support the Group needed to produce albums. As such, no one in the Group ever told anyone for Hyphy that they were unhappy with their arrangement with Hyphy, wanted to terminate such arrangement, or believed that anyone other than Hyphy actually possessed the rights in the Albums Hyphy possesses. In fact, at the time of apparent execution of the Asset Purchase Agreement, the Group had just posed for pictures to be incorporated into the Album Artwork of a new album to be released.”</p>	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

11	5:6-11	“If Chavez did indeed have the ability to assign rights in the Albums to any other record label, Hyphy would have expected such record label to reach out to Hyphy to coordinate the transfer of the sound recording files, and the unique ISRCs and UPCs assigned to each Album upon initial release by Hyphy. Instead, Hyphy simply discovered in or about April of 2019 that Yellowcake was distributing versions of the Albums with Hyphy's Album Artwork.”	Relevance; argumentative	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled
12	5:12-15	“Accordingly, Hyphy brought Counterclaims against Yellowcake, Colonize and Hernandez, including a Second Counterclaim for Copyright Infringement of the Album Artwork and a Sixth Counterclaim for Unfair Competition.”	Relevance	<input type="checkbox"/> Sustain <input type="checkbox"/> Overruled

Dated: September 15, 2023

WHITNEY, THOMPSON & JEFFCOACH LLP

By:



Mandy L. Jeffcoach

William H. Littlewood

Jaskarn S. Chahal

Attorneys for JESUS CHAVEZ, SR.

PROOF OF SERVICE

YELLOWCAKE, INC. v. HYPHY MUSIC
Case No. 1:20-CV-00988-JLT-BAM

STATE OF CALIFORNIA, COUNTY OF FRESNO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Fresno, State of California. My business address is 970 W. Alluvial Ave., Fresno, CA 93711.

On September 15, 2023, I served true copies of the following document(s) described as **JESUS CHAVEZ, SR'S OBJECTIONS TO EVIDENCE OFFERED BY DEFENDANT/CROSS-COMPLAINANT'S OPPOSITION IN CONNECTION WITH MOTION FOR SUMMARY JUDGMENT** on the interested parties in this action as follows:

BY ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) through the ECF system. Participants in the case who are registered ECF users will be served by the ECF system. Participants in the case who are not registered ECF users, if any, will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 15, 2023, at Fresno, California.


Kisten Jensen